

EXHIBIT F

(Part 4 of 9)

Senior Debt Portfolio

By: Boston Management & Research as
Investment Advisor

By:


Name: Michael B. Botthof
Title: Vice President

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Eaton Vance VT Floating-Rate Income Fund

By: Eaton Vance Management as
Investment Advisor

By:



Name: Michael B. Bothof
Title: Vice President

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

AGF Floating Rate Income Fund

By: Eaton Vance Management as
Investment Advisor

By:



Name: Michael R. Botthof
Title: Vice President

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

BENTHAM SYNDICATED LOAN FUND

By: Credit Suisse Asset Management, LLC, as agent (sub-advisor) for Challenger Investment Services Limited, the Responsible Entity for Bentham Syndicated Loan Fund

DaVinci Reinsurance Ltd.

By: Credit Suisse Asset Management, LLC, as investment manager for DaVinci Reinsurance Holdings, Ltd., the owner of DaVinci Reinsurance Ltd.

Renaissance Investment Holdings Ltd.

**CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM
DOLLAR SENIOR LOAN FUND, LTD.
DOLLAR SENIOR LOAN MASTER FUND II, LTD.**

BA/CSCREDIT 1 LLC

**CREDIT SUISSE FLOATING RATE TRUST
PK-SSL INVESTMENT FUND LIMITED PARTNERSHIP
COPPERHILL LOAN FUND I, LLC
THE EATON CORPORATION MASTER RETIREMENT TRUST
ERIE INDEMNITY COMPANY
MADISON FLINTHOLM SENIOR LOAN FUND I DAC
PHILLIPS 66 RETIREMENT PLAN TRUST
WIND RIVER FUND LLC
BLUE SHIELD OF CALIFORNIA**

By: Credit Suisse Asset Management, LLC, as investment manager

ERIE INSURANCE EXCHANGE

By: Credit Suisse Asset Management, LLC, as investment manager for Erie Indemnity Company, as Attorney-In-Fact for Erie Insurance Exchange

THE CITY OF NEW YORK GROUP TRUST

By: Credit Suisse Asset Management, LLC, as its manager

Maryland State Retirement and Pension System

By: Credit Suisse Asset Management, LLC as manager

**CREDIT SUISSE FLOATING RATE HIGH INCOME FUND
CREDIT SUISSE STRATEGIC INCOME FUND**

**COMMONWEALTH OF PENNSYLVANIA TREASURY
DEPARTMENT**

By: Credit Suisse Asset Management, LLC, as investment advisor

STATE OF NEW MEXICO STATE INVESTMENT COUNCIL

By authority delegated to the New Mexico State Investment Office
By: Credit Suisse Asset Management, LLC, as its manager

CREDIT SUISSE NOVA (LUX)

By: Credit Suisse Asset Management, LLC or Credit Suisse Asset Management Limited, each as Co-Investment Adviser to Credit Suisse Fund Management S.A., management company for Credit Suisse Nova (Lux)

BENTHAM STRATEGIC LOAN FUND

By: Credit Suisse Asset Management, LLC, as Sub Advisor for Bentham Asset Management Pty Ltd., the agent and investment manager to Fidante Partners Limited, the trustee for Bentham Strategic Loan Fund

KP FIXED INCOME FUND

By: Credit Suisse Asset Management, LLC, as Sub-Adviser for Callan Associates Inc., the Adviser for The KP Funds, the Trust for KP Fixed Income Fund

By:



Name: David Mechlin

Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

BARINGS GLOBAL LOAN LIMITED, as Lender
By: Barings LLC as Sub-Investment Manager

By: 
Name: Michael Searles
Title: Director

BARINGS GLOBAL SPECIAL SITUATION
CREDIT 3 S.À R.L., as Lender
acting by its attorney BARINGS LLC

By: 
Name: Michael Searles
Title: Director

BARINGS GLOBAL HIGH YIELD CREDIT
STRATEGIES LIMITED, as Lender
By: Barings LLC as Investment Manager

By: 
Name: Michael Searles
Title: Director

BARINGS U.S. LOAN LIMITED, as Lender
By: Barings LLC as Investment Manager

By: 
Name: Michael Searles
Title: Director

CITY OF NEW YORK GROUP TRUST, as Lender
By: Barings LLC as Investment Manager

By: 
Name: Michael Searles
Title: Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

BARINGS CLO LTD. 2018-III, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

BARINGS CLO LTD. 2017-I, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

BARINGS CLO LTD. 2019-II, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

BALOISE SENIOR SECURED LOAN FUND I, as
Lender
By: Barings LLC as Sub-Investment Manager

By: 
Name: Michael Searles
Title: Director

BARINGS CLO LTD. 2016-I, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

BARINGS CLO LTD. 2015-I, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

UNIVERSAL-INVESTMENT-GESELLSCHAFT
MBH on behalf and on account of BAYVK R2-FONDS
Segment BAYVK R2 BARINGS, as Lender
acting by its attorney BARINGS LLC

By: 
Name: Michael Searles
Title: Director

BARINGS CLO LTD. 2016-II, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

CROWN MANAGED ACCOUNTS SPC ACTING
FOR AND ON BEHALF OF CROWN/BA 2 SP, as
Lender
acting by its attorney, Barings (U.K.) Limited
acting by its attorney, Barings LLC

By: 
Name: Michael Searles
Title: Director

BARINGS CLO LTD. 2018-I, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

BABSON CLO LTD. 2014-I, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

BARINGS CLO LTD. 2015-II, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

G.A.S. (Cayman) Limited acting solely in its capacity
as Trustee of Serengeti (Loan Fund), a series trust of
the Multi Strategy Umbrella Fund Cayman, as Lender
By: Barings LLC as Investment Manager and Attorney-
in-fact

By: 
Name: Michael Searles
Title: Director

The foregoing is executed on behalf of the Serengeti (Loan Fund), organized under a Supplemental Trust Deed,
dated as of September 21, 2017, as amended from time to time. The obligations of such Trust are not personally
binding upon, nor shall resort be had to the property of the Trustee. The total liability of the Trustee shall be limited
to the amount of the trust property.

BARINGS GLOBAL MULTI-CREDIT STRATEGY 4
LIMITED, as Lender
By: Barings LLC as Investment Manager

By: 
Name: Michael Searles
Title: Director

BARINGS CLO LTD. 2018-IV, as Lender
By: Barings LLC as Collateral Manager

By: 
Name: Michael Searles
Title: Director

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BARINGS BDC SENIOR FUNDING I, LLC, as
Lender

By: Barings LLC as Investment Manager

By:



Name: Jonathan Bock

Title: Managing Director

BARINGS CLO LTD. 2013-I, as Lender

By: Barings LLC as Collateral Manager

By:



Name: Michael Searles

Title: Director

BARINGS GLOBAL MULTI-CREDIT STRATEGY 3

LIMITED, as Lender

By: Barings LLC as Investment Manager

By:



Name: Michael Searles

Title: Director

BARINGS GLOBAL MULTI-CREDIT STRATEGY 2

LIMITED, as Lender

By: Barings LLC as Sub-Investment Manager

By:



Name: Michael Searles

Title: Director

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BARINGS GLOBAL FLOATING RATE FUND, as
Lender
By: Barings LLC as Investment Manager

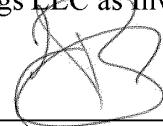
By: 
Name: Michael Searles
Title: Director

The foregoing is executed on behalf of Barings Global Floating Rate Fund, a series of Barings Funds Trust, organized under an Agreement and Declaration of Trust dated May 3, 2013, as amended from time to time. The obligations of such series Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, or any other series of the Trust but only the property and assets of the relevant series Trust shall be bound.

BARINGS SEGREGATED LOANS 3 S.A.R.L, as
Lender
ACTING BY ITS ATTORNEY BARINGS LLC

By: 
Name: Michael Searles
Title: Director

BARINGS BDC, INC. as Lender
By: Barings LLC as Investment Manager

By: 
Name: Jonathan Bock
Title: Managing Director

BARINGS GLOBAL LOAN AND HIGH YIELD
BOND LIMITED, as Lender
By: Barings LLC as Sub-Investment Manager

By: 
Name: Michael Searles
Title: Director

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BARINGS GLOBAL CREDIT INCOME
OPPORTUNITIES FUND, a series of Barings Funds
Trust, as Lender
By: Barings LLC as Investment Manager

By: 
Name: Michael Searles
Title: Director

The foregoing is executed on behalf of Barings Global Credit Income Opportunities Fund, a series of Barings Funds Trust, organized under an Agreement and Declaration of Trust dated May 3, 2013, as amended from time to time. The obligations of such series Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, or any other series of the Trust but only the property and assets of the relevant series Trust shall be bound.

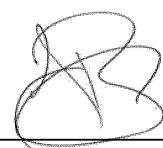
ARROWOOD INDEMNITY COMPANY, as Lender
By: Barings LLC as Investment Adviser

By: 
Name: Michael Searles
Title: Director

BARINGS GLOBAL MULTI-CREDIT STRATEGY 1
LIMITED, as Lender
By: Barings LLC as Sub-Investment Manager

By: 
Name: Michael Searles
Title: Director

Jocassee Partners LLC, as Lender

By: 
Name: Jonathan Bock
Title: Managing Director

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ARROWOOD INDEMNITY COMPANY AS
ADMINISTRATOR OF THE PENSION PLAN OF
ARROWOOD INDEMNITY COMPANY, as Lender
By: Barings LLC as Investment Adviser

By: 
Name: Michael Searles
Title: Director

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First Eagle Bank Loan Select Master Fund,
a Class of The First Eagle Bank Loan Select Series Trust I, as Lender
By First Eagle Alternative Credit SLS, LLC, as Investment Manager

By 

Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

BSG Fund Management B.V. on behalf of the
Stichting Blue Sky Active Fixed Income US Leveraged Loan Fund, as Lender
By First Eagle Alternative Credit SLS, LLC, as Manager

By 

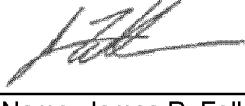
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

KVK CLO 2013-1 Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Successor Collateral Manager

By 

Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

KVK CLO 2016-1 Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Successor Collateral Manager

By 

Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

KVK CLO 2018-1 Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Successor Collateral Manager

By 

Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Russell Investments Institutional Funds, LLC
Absolute Return Fixed Income Fund, as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 

Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

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Russell Investments Ireland Limited on behalf of the Russell Floating Rate Fund, a subfund of Russell Investments Qualifying Investor Alternative Funds plc, as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Russell Investments Global Unconstrained Bond Pool, as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Russell Investments Institutional Funds LLC Multi-Asset Core Plus Fund, as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Russell Investment Company Unconstrained Total Return Fund, as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Stichting Pensioenfonds Hoogovens, as Lender
by First Eagle Alternative Credit, LLC, its Asset Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2014-3K CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

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Wind River 2012-1 CLO Ltd., as Lender
By First Eagle Alternative Credit SLS, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2013-1 CLO Ltd., as Lender
By First Eagle Alternative Credit SLS, LLC, as Collateral Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

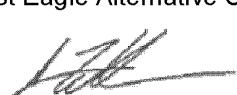
Wind River 2013-2 CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2014-1 CLO Ltd., as Lender
By First Eagle Alternative Credit SLS, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2014-2 CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2014-3 CLO Ltd., as Lender
By First Eagle Alternative Credit SLS, LLC, as Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Wind River 2015-1 CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2015-2 CLO Ltd., as Lender
By First Eagle Alternative Credit SLS, LLC, its Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2016-1 CLO Ltd., as Lender
By First Eagle Alternative Credit SLS, LLC, its Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2016-2 CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, its Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2017-1 CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, its Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Wind River 2017-4 CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Wind River 2018-3 CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Collateral Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

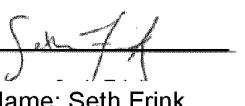
Wind River 2019-3 CLO Ltd., as Lender
By First Eagle Alternative Credit, LLC, as Investment Manager

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

First Eagle Senior Loan Fund, as Lender
By First Eagle Alternative Credit, LLC, as Adviser

By 
Name: James R. Fellows
Title: CIO/Managing Director/Co-Head

Staniford Street CLO, LTD., as Lender

By 
Name: Seth Frink
Title: Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

ANNISA CLO, LTD.

By: Invesco RR Fund L.P. as Collateral Manager
By: Invesco RR Associates LLC, as general partner
By: Invesco Senior Secured Management, Inc. as sole member



Name: Philip Yarrow
Title: Authorized Signatory

BETONY CLO 2, LTD.

By: Invesco RR Fund L.P. as Collateral Manager
By: Invesco RR Associates LLC, as general partner
By: Invesco Senior Secured Management, Inc. as sole member



Name: Philip Yarrow
Title: Authorized Signatory

BOC PENSION INVESTMENT FUND

By: Invesco Senior Secured Management, Inc.
as Attorney in Fact



Name: Philip Yarrow
Title: Authorized Signatory

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CARBONE CLO, LTD.

By: Invesco RR Fund L.P. as Collateral Manager

By: Invesco RR Associates LLC, as general partner

By: Invesco Senior Secured Management, Inc.
as sole member

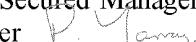

Name:

Title:

Philip Yarrow
Authorized Signatory

DIVERSIFIED CREDIT PORTFOLIO LTD.

By: Invesco Senior Secured Management, Inc.
as Investment Adviser


Name:

Title:

Philip Yarrow
Authorized Signatory

HARBOURVIEW CLO VII-R, LTD.

By: HarbourView Asset Management Corporation, as Collateral Manager


Name:

Title:

Philip Yarrow
Authorized Signatory

INVESCO BL FUND, LTD.

By: Invesco Senior Secured Management, Inc.
as Sub-advisor


Name:

Title:

Philip Yarrow
Authorized Signatory

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**INVESCO DYNAMIC CREDIT
OPPORTUNITIES FUND**

By: Invesco Senior Secured Management, Inc.
as Sub-Adviser 

Name: Philip Yarrow
Title: Authorized Signatory

INVESCO FLOATING RATE FUND

By: Invesco Senior Secured Management, Inc.
as Sub-Adviser 

Name: Philip Yarrow
Title: Authorized Signatory

**INVESCO FLOATING RATE INCOME
FUND**

By: Invesco Senior Secured Management, Inc.
as Sub-Adviser 

Name: Philip Yarrow
Title: Authorized Signatory

INVESCO GEMINI US LOAN FUND

By: Invesco Senior Secured Management, Inc.
as Investment Advisor 

Name: Philip Yarrow
Title: Authorized Signatory

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**INVESCO OPPENHEIMER MASTER
LOAN FUND**

By: By: Invesco Advisers, Inc., as Investment
Adviser

Name:

Title:

P.Y. Yarrow
Philip Yarrow
Authorized Signatory

**INVESCO OPPENHEIMER SENIOR
FLOATING RATE FUND**

By: Invesco Senior Secured Management, Inc.,
as sub-adviser

Name:

Title:

P.Y. Yarrow
Philip Yarrow
Authorized Signatory

**INVESCO OPPENHEIMER SENIOR
FLOATING RATE PLUS FUND**

By: Invesco Senior Secured Management, Inc.,
as sub-adviser

Name:

Title:

P.Y. Yarrow
Philip Yarrow
Authorized Signatory

INVESCO SENIOR INCOME TRUST

By: Invesco Senior Secured Management, Inc.
as Sub-Adviser

Name:

Title:

P.Y. Yarrow
Philip Yarrow
Authorized Signatory

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INVESCO SENIOR LOAN FUND

By: Invesco Senior Secured Management, Inc.
as Sub-Adviser P. Yarrow

Name: Philip Yarrow
Title: Authorized Signatory

INVESCO SSL FUND LLC

By: Invesco Senior Secured Management, Inc.
as Collateral Manager P. Yarrow

Name: Philip Yarrow
Title: Authorized Signatory

**INVESCO ZODIAC FUNDS - INVESCO US
SENIOR LOAN ESG FUND**

By: Invesco Senior Secured Management, Inc.
as Investment Manager P. Yarrow

Name: Philip Yarrow
Title: Authorized Signatory

**INVESCO ZODIAC FUNDS - INVESCO US
SENIOR LOAN FUND**

By: Invesco Senior Secured Management, Inc.
as Investment Manager P. Yarrow

Name: Philip Yarrow
Title: Authorized Signatory

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

KAISER PERMANENTE GROUP TRUST

By: Invesco Senior Secured Management, Inc.
as Investment Manager 

Name: Philip Yarrow
Title: Authorized Signatory

**KAPITALFORENINGEN INVESTIN PRO,
US LEVERAGED LOANS I**

By: Invesco Senior Secured Management, Inc.
as Investment Manager 

Name: Philip Yarrow
Title: Authorized Signatory

MILOS CLO, LTD.

By: Invesco RR Fund L.P. as Collateral
Manager

By: Invesco RR Associates LLC, as general
partner

By: Invesco Senior Secured Management, Inc.
as sole member 

Name: Philip Yarrow
Title: Authorized Signatory

RECETTE CLO, LTD.

By: Invesco Senior Secured Management, Inc.
as Collateral Manager 

Name: Philip Yarrow
Title: Authorized Signatory

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

RISERVA CLO LTD.

By: Invesco RR Fund L.P. as Collateral Manager

By: Invesco RR Associates LLC, as general partner

By: Invesco Senior Secured Management, Inc.
as sole member *P.Y. Yarrow*

Name:

Title:

Philip Yarrow
Authorized Signatory

SENTRY INSURANCE A MUTUAL COMPANY

By: Invesco Senior Secured Management, Inc.
as Sub-Advisor *P.Y. Yarrow*

Name:

Title:

Philip Yarrow
Authorized Signatory

THE CITY OF NEW YORK GROUP TRUST

By: Invesco Senior Secured Management, Inc.
as Investment Adviser *P.Y. Yarrow*

Name:

Title:

Philip Yarrow
Authorized Signatory

UPLAND CLO, LTD.

By: Invesco Senior Secured Management, Inc.
as Collateral Manager *P.Y. Yarrow*

Name:

Title:

Philip Yarrow
Authorized Signatory

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INVESCO OPPENHEIMER FUNDAMENTAL
ALTERNATIVES FUND
By: Invesco Senior Secured Management, Inc. as Sub-
Advisor, as Lender

By: P. Yarrow
Name: Philip Yarrow
Title: Authorized Signatory

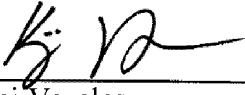
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**Oaktree Opportunities Fund Xb Holdings
(Delaware), L.P., as Lender**

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

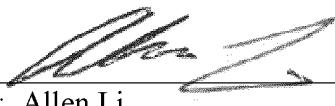
By: 
Name: Allen Li
Title: Authorized Signatory

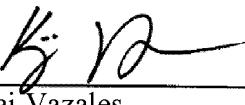
By: 
Name: Kaj Vazales
Title: Authorized Signatory

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Oaktree Opps X Holdco Ltd., as Lender

By: Oaktree Capital Management, L.P.
Its: Director

By: 
Name: Allen Li
Title: Vice President

By: 
Name: Kaj Vazales
Title: Managing Director

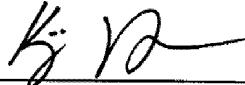
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**Oaktree Opportunities Fund X Holdings
(Delaware), L.P., as Lender**

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member

By: 
Name: Allen Li
Title: Authorized Signatory

By: 
Name: Kaj Vazales
Title: Authorized Signatory

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- Dryden XXV Senior Loan Fund*
- Dryden XXVI Senior Loan Fund*
- Dryden XXVIII Senior Loan Fund*
- Dryden 30 Senior Loan Fund*
- Dryden 33 Senior Loan Fund*
- Dryden 36 Senior Loan Fund*
- Dryden 37 Senior Loan Fund*
- Dryden 38 Senior Loan Fund*
- Dryden 40 Senior Loan Fund*
- Dryden 41 Senior Loan Fund*
- Dryden 42 Senior Loan Fund*
- Dryden 43 Senior Loan Fund*
- Dryden 45 Senior Loan Fund*
- Dryden 47 Senior Loan Fund*
- Dryden 49 Senior Loan Fund*
- Dryden 50 Senior Loan Fund*
- Dryden 53 CLO, Ltd.*
- Dryden 54 Senior Loan Fund*
- Dryden 55 CLO, Ltd.*
- Dryden 57 CLO, Ltd.*
- Dryden 58 CLO, Ltd.*
- Dryden 60 CLO, Ltd.*
- Dryden 61 CLO, Ltd.*
- Dryden 64 CLO, Ltd.*
- Dryden 65 CLO, Ltd.*
- Dryden 70 CLQ, Ltd.*
- Dryden 75 CLO, Ltd.*
- Newark BSL CLO 1, Ltd.*
- Newark BSL CLO 2, Ltd., as Lender*

By: 

Name: Parag Pandya
Title: Vice President

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture 28A CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management II LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

VENTURE XII CLO, Limited, as Lender
BY: its investment advisor
MJX Venture Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

VENTURE XIII CLO, Limited, as Lender
By: its Investment Advisor
MJX Venture Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

VENTURE XIV CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

VENTURE XIX CLO, Limited, as Lender
By: its investment advisor
MJX Asset Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

VENTURE XV CLO, Limited, as Lender
By: its investment advisor
MJX Asset Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

VENTURE XVI CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management II LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XVIII CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management II LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

VENTURE XX CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXI CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXIII CLO, Limited, as Lender
By: its investment advisor MJX Asset Management
LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXIV CLO, Limited, as Lender
By: its investment advisor
MJX Asset Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXVIII CLO, Limited , as Lender
By: its investment advisor
MJX Venture Management II LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXX CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management II LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture 31 CLO, Limited , as Lender
By: its investment advisor
MJX Venture Management III LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture 32 CLO, Limited , as Lender
By: its investment advisor
MJX Asset Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture 33 CLO, Limited , as Lender
By: its investment advisor
MJX Asset Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture 35 CLO, Limited , as Lender
By: its investment advisor
MJX Asset Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XVII CLO Limited, as Lender
BY: its investment advisor, MJX Asset
Management, LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXII CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management II LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXIX CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management II LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXVI CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Venture XXVII CLO, Limited, as Lender
By: its investment advisor
MJX Venture Management II LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

VENTURE XXV CLO, LIMITED, as Lender
By its Investment Advisor, MJX Asset
Management LLC

By: 

Name: Frederick Taylor
Title: Managing Director

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

**BlackRock Floating Rate Income
Trust, as Lender**
By: BlackRock Advisors, LLC, its
Investment Advisor

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

**BlackRock Multi-Asset Income
Portfolio of BlackRock Funds II, as
Lender**
By: BlackRock Advisors, LLC, in its
capacity as Investment Adviser

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

**BlackRock Senior Floating Rate
Portfolio, as Lender**
By: BlackRock Investment Management,
LLC, its Investment Advisor

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

**BlackRock Global Investment Series:
Income Strategies Portfolio**
By: BlackRock Financial Management,
Inc., its Sub-Advisor, as Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

**Fixed Income Opportunities Nero,
LLC, as Lender**
By: BlackRock Financial Management
Inc., Its Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

**BlackRock Floating Rate Income
Portfolio of BlackRock Funds V, as
Lender**
By: BlackRock Advisors, LLC, its
Investment Advisor

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

ABR Reinsurance LTD. , as Lender
By: BlackRock Financial Management,
Inc., its Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

**BlackRock Limited Duration Income
Trust, as Lender**
By: BlackRock Advisors, LLC, its
Investment Advisor

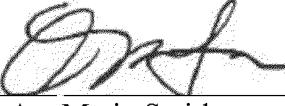
By: 
Name: AnnMarie Smith
Title: Authorized Signatory

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

JPMBI re BlackRock BankLoan Fund, as Lender
By: BlackRock Financial Management Inc., as Sub-Advisor

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

BlackRock Credit Strategies Income Fund of BlackRock Funds V, as Lender
BlackRock Advisors, LLC, its Adviser

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

NC GARNET FUND, L.P., as Lender
By: NC Garnet Fund (GenPar), LLC, its general partner AND By: BlackRock Financial Management, Inc. its manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

BlackRock Floating Rate Income Strategies Fund, Inc., as Lender
By: BlackRock Advisors, LLC, its Investment Advisor

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

BlackRock Debt Strategies Fund, Inc. ,
as Lender
By: BlackRock Advisors, LLC, its
Investment Advisor

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Magnetite XII, LTD, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Magnetite XVI, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Magnetite VII, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Magnetite XIX, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Magnetite XVIII, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Magnetite XV, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Magnetite VIII, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Magnetite XVI-R, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Magnetite XVII, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Magnetite XX, Limited, as Lender
By: BlackRock Financial Management,
Inc., as Investment Manager

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

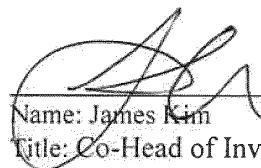
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Confidential
Confidential

SSB_LCM_00000960
SSB_ADVERSARY00000960

Nuveen Diversified Dividend and Income Fund,
as Lender

By:



Name: James Kim
Title: Co-Head of Investments, Head of Research

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Nuveen Floating Rate Income Fund,
as Lender

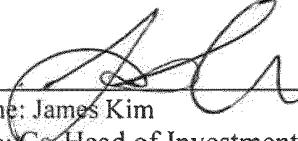
By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

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Nuveen Floating Rate Income Opportunity Fund,
as Lender

By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

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Principal Funds, Inc. - Diversified Real Asset Fund,
as Lender

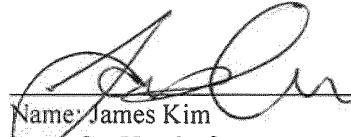
By: 

Name: James Kim
Title: Co-Head of Investments, Head of Research

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Nuveen Senior Income Fund,
as Lender

By:



Name: James Kim

Title: Co-Head of Investments, Head of Research

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Symphony CLO XX Ltd.,
as Lender

By:



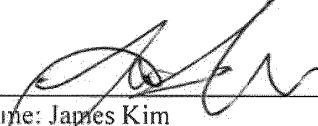
Name: James Kim

Title: Co-Head of Investments, Head of Research

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Symphony CLO XVIII, LTD.,
as Lender

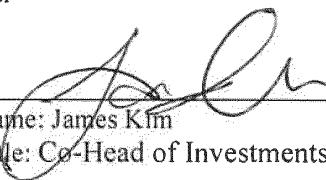
By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

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Nuveen Short Duration Credit Opportunities Fund,
as Lender

By:

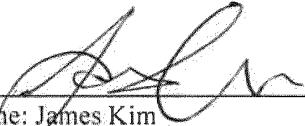


Name: James Kim
Title: Co-Head of Investments, Head of Research

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Symphony CLO XIX Ltd,
as Lender

By:

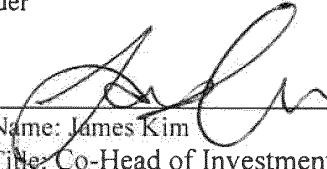


Name: James Kim
Title: Co-Head of Investments, Head of Research

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Nuveen Symphony Floating Rate Income Fund,
as Lender

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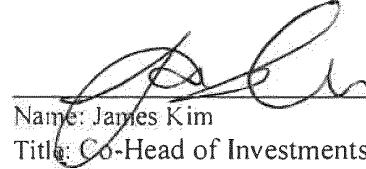

Name: James Kim
Title: Co-Head of Investments, Head of Research

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BayCity Alternative Investment Funds SICAV-SIF -
BayCity US Senior Loan Fund,
as Lender

By:

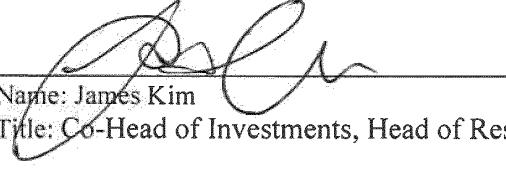
Name: James Kim
Title: Co-Head of Investments, Head of Research



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Pensiondanmark Pensionsforsikringsaktieselskab,
as Lender

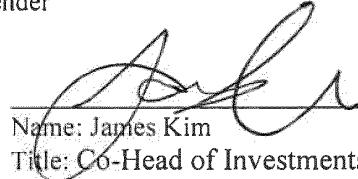
By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

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Menard, Inc.,
as Lender

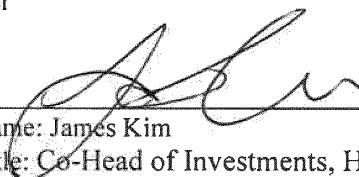
By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

BayCity Senior Loan Master Fund Ltd.,
as Lender

By:



Name: James Kim
Title: Co-Head of Investments, Head of Research

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Municipal Employees Annuity & Benefit Fund of Chicago,
as Lender

By:



Name: James Kim

Title: Co-Head of Investments, Head of Research

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Principal Diversified Real Asset CIT,
as Lender

By:

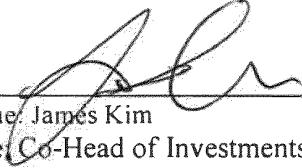

Name: James Kim
Title: Co-Head of Investments, Head of Research

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Symphony CLO XVII, LTD.,
as Lender

By:

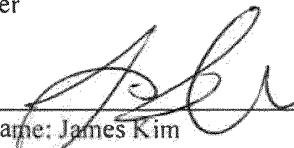
Name: James Kim
Title: Co-Head of Investments, Head of Research



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TCI-Symphony 2016-1 Ltd,
as Lender

By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

Symphony CLO XV, Ltd.,
as Lender

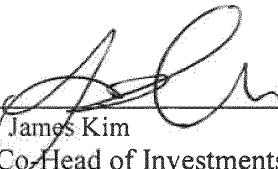
By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

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TCI-Symphony 2017-1 Ltd,
as Lender

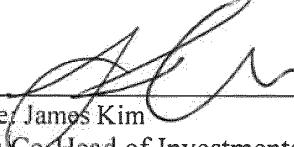
By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

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Symphony Floating Rate Senior Loan Fund,
as Lender

By:

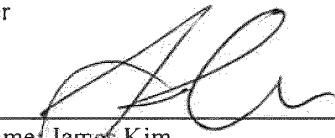

Name: James Kim
Title: Co-Head of Investments, Head of Research

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SCOF-2 LTD.,
as Lender

By:

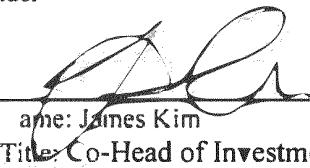
Name: James Kim
Title: Co-Head of Investments, Head of Research



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California Street CLO IX Limited Partnership,
as Lender

By:


Name: James Kim
Title: Co-Head of Investments, Head of Research

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

California Street CLO XII, LTD.,
as Lender

By: 

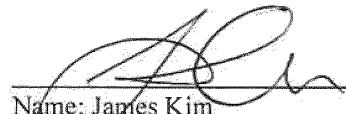
Name: James Kim

Title: Co-Head of Investments, Head of Research

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Symphony CLO XIV, Ltd.,
as Lender

By:



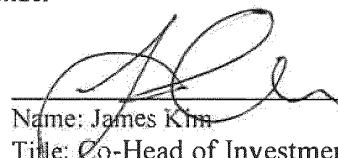
Name: James Kim

Title: Co-Head of Investments, Head of Research

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Symphony CLO XVI, LTD.,
as Lender

By:



Name: James Kim
Title: Co-Head of Investments, Head of Research

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

TAO FUND, LLC, as Lender

By: 

Name: Joshua Peck
Title: Vice President

[SIGNATURE PAGE TO THE FIRST AMENDMENT]

ANNEX I

AMENDED CREDIT AGREEMENT

[Attached]

EXECUTION VERSION ANNEX I

Deal CUSIP: 81753HAA9
Facility CUSIP: 81753HAB7

FIRST LIEN TERM LOAN AGREEMENT

Dated as of November 8, 2016, as amended by that certain Amendment No. 1 to First Lien Term Loan Agreement, dated as of June 22, 2020

among

DAWN INTERMEDIATE, INC. LLC,
as Holdings,

SERTA SIMMONS BEDDING, LLC,
as the Top Borrower,

THE OTHER BORROWERS PARTY HERETO,

THE FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders,

UBS AG, STAMFORD BRANCH
as Administrative Agent

and

UBS SECURITIES LLC,
GOLDMAN SACHS BANK USA,
BARCLAYS BANK PLC,
DEUTSCHE BANK SECURITIES, INC.,
JEFFERIES FINANCE LLC,
JPMORGAN CHASE BANK N.A.,
MORGAN STANLEY SENIOR FUNDING, INC.,
RBC CAPITAL MARKETS,
and
WELLS FARGO SECURITIES, LLC
as Joint Lead Arrangers and Joint Bookrunners

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FIRST LIEN TERM LOAN AGREEMENT

FIRST LIEN TERM LOAN AGREEMENT, dated as of November 8, 2016 (this “Agreement”), by and among Dawn Intermediate, Inc.LLC, a Delaware corporation limited liability company (“Dawn Intermediate” or “Holdings”), Serta Simmons Bedding, LLC, a Delaware limited liability company (“SSB” or the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), and SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing”), as borrowers, the Lenders from time to time party hereto, UBS AG, Stamford Branch (“UBS”), in its capacities as administrative agent and collateral agent for the Lenders (in such capacities and together with its successors and assigns, the “Administrative Agent”).

RECITALS

A. On the Closing Date, the Borrowers (a) have requested that the Lenders extend credit under this Agreement in the form of Initial Term Loans in an aggregate principal amount equal to \$1,950,000,000, (ii) intend to borrow term loans in an aggregate principal amount equal to \$450,000,000 under the Second Lien Credit Agreement and (iii) intend to establish an asset-based revolving credit facility with commitments of \$225,000,000 under the ABL Credit Agreement.

B. The proceeds of the Initial Term Loans and the loans under the Second Lien Facility will be applied on the Closing Date to (i) repay in full amounts owing under the Term Loan Credit Agreement, dated as of October 1, 2012, by and among, *inter alios*, Dawn Intermediate, as holdings, SSB and the other borrowers party thereto, the lenders party thereto and Morgan Stanley Senior Funding, Inc., as administrative agent, (ii) redeem, defease or otherwise discharge amounts owing under the Indenture, dated as of October 1, 2012, among SSB, as issuer, the subsidiaries of SSB party thereto, as guarantors, and Wilmington Trust, National Association, as trustee (the transactions described in clause (i) and this clause (ii), the “Refinancing Transactions”), and (iii) finance the payment of a dividend, distribution or other payment (the “Specified Dividend”) in an amount up to \$670,000,000, to the direct or indirect holders of its Capital Stock.

C. On the First Amendment Effective Date, the Borrowers will enter into the PTL Credit Agreement and in connection therewith, the Borrowers will consummate the Initial PTL Exchange Transactions.

ED. The Lenders are willing to extend such credit to the Borrowers on the terms and subject to the conditions set forth herein. Accordingly, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

“ABL Credit Agreement” means the ABL Credit Agreement, dated as of the Closing Date, among, *inter alios*, Holdings, the Borrowers, UBS, as administrative agent and collateral agent, and the lenders from time to time party thereto.

“ABL Credit Agreement Collateral Agent” has the meaning set forth in the ABL Intercreditor Agreement.

“ABL Facility” means the credit facility pursuant to the ABL Credit Agreement and one or more debt facilities or other financing arrangements (including indentures) providing for loans and/or commitments or

other long-term indebtedness that replace or refinance such credit facility, including any such replacement or refinancing facility (including any indenture) that increases or decreases the amount permitted to be borrowed thereunder or alters the maturity thereof and whether by the same or any other agent, trustee, lender or group of lenders, and any amendments, supplements, modifications, extensions, renewals, restatements, amendments and restatements or refundings thereof or any such credit facilities or other debt facilities (including under indentures) that replace or refinance such credit facility or other Indebtedness.

“ABL Incremental Debt” has means the meaning given to “Incremental Revolving Loans” under and as defined in the ABL Credit Agreement (or any equivalent term under any ABL Facility) and any other commitments and/or loans implemented, borrowed or incurred pursuant to Section 2.22 of the ABL Credit Agreement (or any comparable provision in the documentation governing any ABL Facility).

“ABL Intercreditor Agreement” means the ABL Intercreditor Agreement substantially in the form of Exhibit G-1, dated as of the Closing Date, among, *inter alios*, the ABL Credit Agreement Collateral Agent, as agent for the ABL Claimholders referred to therein, the Administrative Agent, as agent for the First Lien Claimholders referred to therein, the Second Lien Collateral Agent, as agent for the Second Lien Claimholders referred to therein and the Loan Parties from time to time party thereto.

“ABL Priority Collateral” has the meaning set forth in the ABL Intercreditor Agreement.

“ABR” when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, bear interest at a rate determined by reference to the Alternate Base Rate.

“Acceptable Intercreditor Agreement” means:

(a) with respect to any Indebtedness that is secured on a *pari passu* basis with the Initial Term Loans, the PTL First Lien Intercreditor Agreement and/or any other First Lien Intercreditor Agreement;

(b) with respect to any Indebtedness that is secured on a *pari passu* basis with the Liens securing the ABL Facility, (i) if any ABL Facility is outstanding on the relevant date of determination, the ABL Intercreditor Agreement or (ii) if an ABL Facility is not outstanding on the relevant date of determination, an intercreditor agreement substantially in the form of the ABL Credit Agreement, with any changes thereto as the Top Borrower and the Administrative Agent may agree in their respective reasonable discretion;

(c) with respect to any Indebtedness that is junior to the Initial Term Loans in right of security (other than, for the avoidance of doubt, any ABL Facility), (i) if any Second Lien Facility is outstanding on the relevant date of determination, the First/Second Lien Intercreditor Agreement or (ii) if a Second Lien Facility is not outstanding on the relevant date of determination, an intercreditor agreement substantially in the form of the First/Second Lien Intercreditor Agreement, with any changes thereto as the Top Borrower and the Administrative Agent may agree in their respective reasonable discretion; and/or

(d) with respect to any Indebtedness, any other intercreditor or subordination agreement or arrangement (which may take the form of a “waterfall” or similar provision), as applicable, the terms of which are (i) consistent with market terms (as determined by the Top Borrower and the Administrative Agent in good faith) governing arrangements for the sharing and/or subordination of liens and/or arrangements relating to the distribution of payments, as applicable, at the time the relevant intercreditor agreement is proposed to be established in light of the type of Indebtedness subject thereto and/or (ii) reasonably acceptable to the Top Borrower and the Administrative Agent.

“ACH” means automated clearing house transfers.

“Additional Agreement” has the meaning assigned to such term in Article 8.

“Additional Commitment” means any commitment hereunder added pursuant to Sections 2.22, 2.23 and/or 9.02(c).

“Additional Loans” means any Additional Revolving Loans and any Additional Term Loans.

“Additional Revolving Credit Commitments” means any revolving credit commitment added pursuant to Sections 2.22, 2.23 and/or 9.02(c)(ii).

“Additional Revolving Credit Exposure” means, with respect to any Lender at any time, the aggregate outstanding principal amount at such time of all Additional Revolving Loans of such Lender attributable to its Additional Revolving Credit Commitment.

“Additional Revolving Facility” means any Incremental Revolving Facility, any Extended Revolving Facility and/or any Replacement Revolving Facility.

“Additional Revolving Lender” means any Lender with an Additional Revolving Credit Commitment or any Additional Revolving Credit Exposure.

“Additional Revolving Loans” means any revolving loan added hereunder pursuant to Section 2.22, 2.23 and/or 9.02(c)(ii).

“Additional Term Lender” means any Lender with an Additional Term Loan Commitment or an outstanding Additional Term Loan.

“Additional Term Loan Commitment” means any term commitment added pursuant to Sections 2.22, 2.23 and/or 9.02(c)(i).

“Additional Term Loans” means any term loan added pursuant to Section 2.22, 2.23 and/or 9.02(c)(i).

“Administrative Agent” has the meaning assigned to such term in the preamble to this Agreement.

“Administrative Questionnaire” means a customary administrative questionnaire in the form provided by the Administrative Agent.

“Advent” means Advent International Corporation.

“Adverse Proceeding” means any action, suit, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Holdings, the Top Borrower or any of its Restricted Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claim), whether pending or, to the knowledge of Holdings, the Top Borrower or any of its Restricted Subsidiaries, threatened in writing, against or affecting Holdings, the Top Borrower or any of its Restricted Subsidiaries or any property of Holdings, the Top Borrower or any of its Restricted Subsidiaries.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, that Person. No Person shall be an “Affiliate” solely because it is an unrelated portfolio company of the Sponsor and none of the Administrative Agent, the Arrangers, any Lender (other than any Affiliated Lender or any Debt Fund Affiliate) or any of their respective Affiliates shall be considered an Affiliate of Holdings or any subsidiary thereof.

“Affiliated Lender” means any Non-Debt Fund Affiliate, Holdings, the Top Borrower and/or any subsidiary of the Top Borrower.

“Affiliated Lender Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Affiliated Lender (with the consent of any party whose consent is required by Section 9.05) and accepted by the Administrative Agent in the form of Exhibit A-1 or any other form approved by the Administrative Agent and the Top Borrower.

“Affiliated Lender Cap” has the meaning assigned to such term in Section 9.05(g)(iv).

“Agreement” has the meaning assigned to such term in the preamble to this First Lien Term Loan Credit Agreement.

“AI Dream” means AI Dream I Cayman Limited, a limited liability company organized under the laws of the Cayman Islands.

“Alternate Base Rate” means, for any day, a rate per annum equal to the highest of (a) the Federal Funds Effective Rate in effect on such day plus 0.50%, (b) to the extent ascertainable, the Published LIBO Rate (which rate shall be calculated based upon an Interest Period of one month and shall be determined on a daily basis and, for the avoidance of doubt, the Published LIBO Rate for any day shall be based on the rate determined on such day at 11:00 a.m. (London time)) plus 1.00%, (c) the Prime Rate and (d) solely with respect to Initial Term Loans, 2.00%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Published LIBO Rate, as the case may be, shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Published LIBO Rate, as the case may be.

“Applicable Administrative Agent” means (i) with respect to ABL Priority Collateral, the ABL Credit Agreement Collateral Agent (or other analogous term in another Acceptable Intercreditor Agreement, as applicable), (ii) with respect to Term Loan Priority Collateral, the First Lien Credit Agreement Collateral Agent (as defined in the First Lien/Second Lien Intercreditor Agreement) (or other analogous term in another Acceptable Intercreditor Agreement, as applicable) or (iii) if at any time there is no ABL Intercreditor Agreement, First Lien/Second Lien Intercreditor Agreement or other intercreditor agreement as described in the definition of Acceptable Intercreditor Agreement then in effect, the Administrative Agent.

“Applicable Percentage” means, (a) with respect to any Term Lender of any Class, a percentage equal to a fraction the numerator of which is the aggregate outstanding principal amount of the Term Loans and unused Additional Term Loan Commitments of such Term Lender under the applicable Class and the denominator of which is the aggregate outstanding principal amount of the Term Loans and unused Term Commitments of all Term Lenders under the applicable Class and (b) with respect to any Additional Revolving Lender of any Class, the percentage of the aggregate amount of the Additional Revolving Credit Commitments of such Class represented by such Additional Revolving Lender’s Additional Revolving Credit Commitment of such Class; provided that for purposes of Section 2.21 and otherwise herein (except with respect to the optional prepayment of any Additional Revolving Loans), when there is a Defaulting Lender, such Defaulting Lender’s Additional Revolving Credit Commitment shall be disregarded for any relevant calculation. In the case of clause (b), in the event that the Additional Revolving Credit Commitments of any Class have expired or been terminated, the Applicable Percentage of Additional Revolving Lender of such Class shall be determined on the basis of the Additional Revolving Credit Exposure of such Additional

Revolving Lender attributable to its Additional Revolving Credit Commitment of such Class, giving effect to any assignment thereof.

“Applicable Rate” means, for any day, with respect to any LIBO Rate Loan, 3.50% per annum, and with respect to any ABR Loan, 2.50% per annum.

“Approved Fund” means, with respect to any Lender, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its activities and is administered, advised or managed by (a) such Lender, (b) any Affiliate of such Lender or (c) any entity or any Affiliate of any entity that administers, advises or manages such Lender.

“Arrangers” means UBS Securities LLC, Goldman Sachs Bank USA, Barclays Bank PLC, Deutsche Bank Securities Inc., Jefferies Finance LLC, JPMorgan Chase Bank N.A., Morgan Stanley Senior Funding, Inc., RBC Capital Markets, and Wells Fargo Securities, LLC.

“Ares” means Ares Management LLC.

“Assignment Agreement” means, collectively, each Assignment and Assumption and each Affiliated Lender Assignment and Assumption.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 9.05), and accepted by the Administrative Agent in the form of Exhibit A-2 or any other form approved by the Administrative Agent and the Top Borrower.

“Available Amount” means, at any time, an amount equal to, without duplication:

(a) the sum of:

(i) the greater of \$100,000,000 and 2.5% of Consolidated Total Assets as of the end of the most recently ended Test Period; plus

(ii) the Retained Excess Cash Flow Amount (provided that the Retained Excess Cash Flow Amount shall not be available for (A) any Restricted Payment pursuant to Section 6.04(a)(iii)(A) unless no Event of Default exists at the time of declaration of such Restricted Payment or (B) any Restricted Debt Payment pursuant to Section 6.04(b)(vi)(A) unless no Event of Default under Sections 7.01(a), (f) or (g) exists at the time of delivery of irrevocable notice with respect to such Restricted Debt Payment); plus

(iii) the amount of any capital contribution in respect of Qualified Capital Stock or the proceeds of any issuance of Qualified Capital Stock after the Closing Date (other than any amounts (x) constituting a Cure Amount or an Available Excluded Contribution Amount, (y) received from the Top Borrower or any Restricted Subsidiary or (z) consisting of the proceeds of any loan or advance made pursuant to Section 6.06(h)(ii) received as Cash equity by the Top Borrower or any of its Restricted Subsidiaries, plus the fair market value, as reasonably determined by the Top Borrower, of Cash Equivalents, marketable securities or other property received by the Top Borrower or any Restricted Subsidiary as a capital contribution in respect of Qualified Capital Stock or in return for any issuance of Qualified Capital Stock (other than any amounts (x) constituting a Cure Amount or an Available Excluded Contribution Amount or (y) received from the Top Borrower or any